

REMARKS

Claims 51-80 remain pending in this application. In the Office Action¹ dated December 24, 2008, the Examiner rejected claims 51-80 under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 6,058,379 to Odom et al. ("*Odom*") in view of U.S. Patent No. 6,081,789 to Purcell ("*Purcell*") and in further view of U.S. Patent No. 7,330,826 to Porat et al. ("*Porat*").

Applicants respectfully traverse this rejection. For at least the reasons explained below, the claims are allowable over the art of record.

"[T]he framework for objective analysis for determining obviousness under 35 U.S.C. 103 is stated in *Graham v. John Deere Co.*, 383 U.S. 1, 148 U.S.P.Q 459 (1966). . . . The factual inquiries . . . [include determining the scope and content of the prior art and] . . . [a]scertaining the differences between the claimed invention and the prior art." M.P.E.P. § 2141(II). "The key to supporting any rejection under 35 U.S.C. 103 is the clear articulation of the reason(s) why the claimed invention would have been obvious." M.P.E.P. § 2141(III). "Office personnel must explain why the difference(s) between the prior art and the claimed invention would have been obvious to one of ordinary skill in the art." M.P.E.P. § 2141(III). In the Office Action, there must be "some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." M.P.E.P. § 2141(III).

¹ The Office Action contains a number of statements reflecting characterizations of the related art and claims. Regardless of whether any such statement is identified herein, Applicant declines to automatically subscribe to any statement or characterization in the Office Action.

Independent Claims 51, 61, and 71

Independent claims 51, 61, and 71 are similar but vary from each other in scope. However, all three independent claims recite “receiving within the framework secondary documents selected from the group consisting of an insurance certificate, inspection certificate, certificate of origin, invoice/declaration, counselor's invoice, sanction and boycott declaration, packing list, weight list, lab test report, and beneficiary certificate” and “sending the secondary documents from the framework directly to a buyer's bank to be checked, wherein the buyer accesses the secondary documents via the bank.” *Odom* does not teach or suggest at least these features.

The Office Action of December 24, 2008 explicitly admits that *Odom* does not teach “receiving secondary documents.” See Office Action of December 24, 2008 at p. 4. The Office Action asserted, however, that “it would have been obvious to one of ordinary skill in the art, at the time the invention was made, to modify the ‘chat option’ of *Odom et al.* system to specify that the real-time communication link may be used to directly and electronically transmit and receive the documents and information to implement the steps of a letter of credit in order to facilitate international trade.” *Id.* at p. 5.

The Office Action's assertion is flawed in at least two ways. First, the “chat function” in *Odom* appears to have no connection with the claimed features of “receiving within the framework secondary documents selected from the group consisting of an insurance certificate, inspection certificate, certificate of origin, invoice/declaration, counselor's invoice, sanction and boycott declaration, packing list, weight list, lab test report, and beneficiary certificate” and “sending the secondary documents from the

framework directly to a buyer's bank to be checked, wherein the buyer accesses the secondary documents via the bank.” The Office Action provides no explanation of how the chat function of *Odom* could possibly be modified to meet the claimed features.

The “chat” functionality of *Odom* has no relationship with the claimed “receiving within the framework secondary documents” and then “sending the secondary documents from the framework directly to a buyer’s bank.” This is because the claimed “receiving within the framework secondary documents” and “sending the secondary documents from the framework directly to a buyer’s bank” are not “chat” functions. If *Odom*’s “chat” could have been somehow modified to meet the claimed features listed above, it would no longer be a chat function. Accordingly, the modification suggested by the Office Action is not a modification at all, but a wholesale replacement of the chat function with different functionality not disclosed anywhere in *Odom*. This constitutes impermissible hindsight reconstruction. Furthermore, since a “proposed modification cannot render the prior art unsatisfactory for its intended purpose” or “change the principle of operation of a reference,” the Office Action’s reasoning cannot be used to establish a prima facie case of obviousness. See M.P.E.P. § 2143.01(V) and (VI).

A second flaw in the Office Action’s reasoning is related to when *Odom*’s chat function becomes available. *Odom* expressly states that the chat function allows buyers to obtain additional information about listed items while considering a purchase. *Odom* at 3:26-36 and 6:5-19. *Odom* further specifies that the chat function is used before a bid is placed and before the bid is evaluated. *Id.* Thus, chat is used to negotiate before the terms of the deal are in place. *Odom* at 12:36-41.

On the other hand, in Applicant's claimed invention, "receiving within the framework secondary documents" and "sending the secondary documents from the framework directly to a buyer's bank" take place after the "proposed agreement" is "finalized," after "checking credit of the buyer," after the "seller accept[s] the proposed agreement," and as part of "closing transactions."

For at least the two reasons explained above, no rational underpinning to support the legal conclusion of obviousness has been provided. Accordingly, no reason has been clearly articulated as to why the prior art would have rendered the claimed invention obvious to one of ordinary skill in the art. Thus, the rejections of claims 51, 61, and 71 should be withdrawn.

Claims 52-60, 62-70, and 72-80

Each of these claims is a dependent claim, and thus includes all the elements of its respective independent claim. All the independent claims are unobvious over the art of record, for at least the reasons set forth above. "If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious." M.P.E.P. § 2143.03 (citing *In re Fine*, 837 F.2d 1071 (Fed. Cir. 1988)). Accordingly, the rejection of dependent claims 52-60, 62-70, and 72-80 under 35 U.S.C. 103(a) should be withdrawn as well.

In view of the foregoing amendments and remarks, Applicant respectfully requests reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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